Government of Karnataka

# Bengaluru Solid Waste Management Limited

# REQUEST FOR PROPOSAL

## Loading and Transportation of LVP/SUP/MLP generated in Bengaluru West City Corporation area to cement industries

**OFFICE OF THE DEPUTY GENERAL MANAGER-3,**
**Bengaluru Solid Waste Management Limited**
**1st Floor, Uni Building, Thimmaiah Road, Vasantha Nagar,**
**BANGALORE – 560 052**

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## SECTION 1. – LETTER OF INVITATION

1.1 The Deputy General Manager-3 on behalf of Managing Director, BSWML invites proposal for **Loading and Transportation of LVP/SUP/MLP Generated in Bengaluru West City Corporation area to cement industries**.

The objectives and details on the Services are provided in the attached Terms of Reference.

1.2 The Bidder will be selected under Least cost selection method and in line with the procedures described in this RFP.

1.3 The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Information to Bidders

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Form of Contract.

1.4 The RFP is open to all the eligible service providers.

# BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of the Deputy General Manager-3, 1st Floor, BBMP Building, Thimmaiah Road, Vasanth Nagar, Bengaluru-560052.

**********

No.DGM-3/BSWML/TEND/ /2025-26 Date:05.03.2026.

**INVITATION FOR SHORT TERM TENDER (IFT)**

**(Only through GOK KPP Portal Only)**

The Tender documents can be downloaded from the Karnataka Public Procurement Portal Website (https://kppp.karnataka.gov.in) on payment of prescribed fee noted against each item of work (non-refundable) in the form of e-Payment through Karnataka Public Procurement Portal. The Bidder shall submit the bid through Karnataka Public Procurement Portal.

| Sl. No | Name of the Work | Estimated amount Rs.in lakhs | EMD (in Rupees) | Stipulated Period of Service Contract |
|---|---|---|---|---|
| 1 | Loading and Transportation of LVP/SUP/MLP Generated in Bengaluru Central City Corporation area to cement industries | 499.50 | 7,49,250.00 | 06 Months |
| 2 | Loading and Transportation of LVP/SUP/MLP Generated in Bengaluru East City Corporation area to cement industries | 499.50 | 7,49,250.00 | 06 Months |
| 3 | Loading and Transportation of LVP/SUP/MLP Generated in Bengaluru West City Corporation area to cement industries | 499.50 | 7,49,250.00 | 06 Months |
| 4 | Loading and Transportation of LVP/SUP/MLP Generated in Bengaluru North City Corporation area to cement industries | 499.50 | 7,49,250.00 | 06 Months |
| 5 | Loading and Transportation of LVP/SUP/MLP Generated in Bengaluru South City Corporation area to cement industries | 499.50 | 7,49,250.00 | 06 Months |

**Calendar of Events:**

1. Last date to upload pre-bid queries: 10.03.2026 upto 15.00 Hrs. in KPP Portal.
2. Pre bid meeting: 11.03.2026 at 15.00 Hrs at the office of CE & CGM-2 (Tech), BSWML, Thimmaiah Road, Vasanthanagar, Bangalore.
3. Last date for submission of the bids: 16.03.2026 upto 16.00 Hrs.
4. Date of opening of Technical bid on: 17.03.2026 at 16.30 Hrs.
5. Date of opening of Financial bids to be notified to technically qualified bidders.

**NOTE:**

1. Aspiring Bidders/Contractors who have not registered in Karnataka Public Procurement Portal should register through the website (https://kppp.karnataka.gov.in) before participating in Tender.
2. The Bidder shall be required to meet eligibility criteria as per the tender conditions vide Bid Document.
3. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
4. All the required information required for Bids must be filled and submitted online.
5. For details, registration and e-payment visit GOK Karnataka Public Procurement Portal website https://kppp.karnataka.gov.in or contact Karnataka Public Procurement Portal Helpdesk.
6. EMD Payment mode shall be as per KPP Portal.
7. Any Addendum/Corrigendum shall be published in the KPP Portal only.

Sd/-
Deputy General Manager-3
BSWML, Bengaluru.

**Copy Submitted to the:**

1. Hon'ble Chairman, BSWML & ACS, UDD for kind information.
2. Hon'ble Managing Director, BSWML/Chief Commissioner, GBA for kind information.
3. Chief Executive Officer, BSWML for kind information.
4. Chief Operational Officer, BSWML, for kind information.
5. Chief Engineer & Chief General Manager-2 (Tech), BSWML, for kind information.
6. Chief Financial officer, BSWML for kind information.
7. Company Secretary, BSWML for kind necessary action.
8. Office Copy.

Deputy General Manager-3
BSWML

## SECTION 2. INFORMATION TO BIDDERS[1]

### 1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm, in accordance with the method of selection indicated in the Data Sheet.

1.2 The Bidder are invited to submit a Technical Bid and a Financial Bid, as specified in the Data Sheet (the Bid) for services required for the Assignment named in the Data Sheet ***through the KPP portal***. The Bid will be the basis for contract negotiations and ultimately for a signed contract with the selected Bidder.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Bidder under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Bidder must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Bidder are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre- proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Bidder's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Bidder should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the Bidder in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Government of Karnataka (GOK) expects Bidder to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, Bidders shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Bidders or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Bidders.

1.7.2 As pointed out in para. 1.7.1 (a) above, Bidders may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Bidder should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Bidder will be hired for the purpose.

1.8 It is GOK's policy to require that Bidders observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to require that, GOK to inspect Bidder's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10 Bidders shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

## 2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Bidders may request a clarification of any item of the RFP document up to the number of days indicated in the KPP portal. Any request for clarification must be through KPP portal. A prospective bidder requiring any clarification may notify online the authority inviting the bid. The authority inviting bid will respond to any request(s) for clarification received up to pre- bid meeting. Description of clarification sought and the response of the authority inviting the bid will be uploaded for information of the public or other bidders in the KPP portal without identifying the source of request for clarification.

2.2 Before the deadline for submission of bids, the Client may modify the bidding documents by issuing online addendum. The addendum will appear on the web page of the website https://kppp.karnataka.gov.in. Any addenda thus issued shall be part of the bidding documents and deemed to have been communicated to all the prospective bidders in the KPP portal. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Client shall extend as necessary the deadline for submission of bids.

## 3. PREPARATION OF PROPOSAL

3.1 Bidders are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

### Technical Proposal

3.2 In preparing the Technical Proposal, Bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Bidders must give particular attention to the following:

(i) If a Bidder considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual Bidder(s) and/or other firms or entities in a joint venture, as per the format given in 3I and Power of Attorney as per the format given in 3I(A).

(ii) Reports to be issued by the Bidders as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

(iii) The bidder/JV shall be a cement factory registered as a Plastic Waste Processor (PWP) on the Westized CPCB Extended Producers Responsibility (EPR) Portal (Bidder shall submit valid EPR Registration Documents). Further the cement factory shall submit an undertaking on its letter head to share EPR Credits to BSWML/GBA upon selection as successful bidder. (Bidder shall submit undertaking letter)

or

The bidder/JV shall be a subsidiary company of cement factory registered as a Plastic Waste Processor (PWP) on the Westized CPCB Extended Producers Responsibility (EPR) Portal (Bidder shall submit valid EPR Registration Documents). Further the subsidiary company shall have an MoU/agreement with the cement factory agreeing to share EPR Credits to BSWML/GBA upon selection as successful bidder. (Bidder shall submit Valid MoU/agreement Documents)

or

The bidder/JV shall be a logistic vendor having a valid vendor code issued in the bidder's name on the official letter head of any cement factory registered as a Plastic Waste Processor (PWP) on the Westized CPCB Extended Producers Responsibility (EPR) Portal (Bidder shall submit valid EPR Registration Documents). The letter shall be duly endorsed by the Plant In-Charge (with seal, name, and contact number) of Cement factory. The vendor empanelment must cover a minimum of 8 vehicles, each with a carrying capacity of 20 tonnes or equivalent. Further the logistic vendor shall have an MoU/agreement with the cement factory agreeing to share EPR Credits to BSWML/GBA upon selection as successful bidder. (Bidder shall submit Valid MoU/agreement Documents)

(iv) The bidder/JV should have achieved in at least two financial years out of last five years (From 2020-21 to 2024-25) a minimum financial turnover of Rs.999.00 Lakhs (usually not less than two times the estimated amount under this contract). The bidder shall submit turnover certificate with UDIN Number issued by CA along with ITR and Balance sheets.

(v) The bidder/JV should submit a liquid asset and /or availability of credit facilities of not less than Rs.249.75 Lakhs (Credit lines/ letter of credit/certificates) from banks for meeting the fund requirement etc. (As per Form 3J)

(vi) The bidder/JV should submit valid Company Registration Certificate, GST and PAN CFO&CFE of Cement factory, details along with the bid.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the Bidder's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(iv) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

## Financial Proposal

3.6 In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal shall be quoted as shown in KPP portal.

3.7 Bidders shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Bidder is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Bidders who do not agree have the right not to extend the validity of their proposals.

## 4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The Technical Bid and Financial Bid; see para 1.2 shall be uploaded in the KPP portal. The documents and details mentioned in clause 3 above shall be submitted online on website https://kppp.karnataka.gov.in Details and process of online submission of the tender and relevant documents are given in the website mentioned above as per the KTPP act.

4.2 An authorized representative of the Bidder initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal. The bidding under this contract is electronic bid submission through website https://kppp.karnataka.gov.in. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of works for which bids are invited. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC). The DSC can be obtained from any authorized certifying agencies. The bidder should register in the web site https://kppp.karnataka.gov.in . After this, the bidder can login the site through the secured login.

4.3 Bidders are requested to go through the bid documents carefully and submit the required information without exception otherwise bids will be rejected.

4.4 The completed bid comprising documents indicated in clause 3, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document

4.5 Bids must be received by the Client online not later than time specified in the bid data sheet. The electronic

bidding system would not allow any late submission of bids after due date and time as per server time.

4.6 After the deadline for submission of Bids the Technical Bid will be opened on the date & time as mentioned in NIT. The Financial Bid of the successful bidders only will be opened after completion of technical bid evaluation.

## 5. PROPOSAL EVALUATION

**General**

5.1 From the time the proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Bidder to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Bidder's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

### Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria specified in the Data Sheet. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference.

### Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of technical Bid is completed, the Client shall notify those Bidder whose Bids did not meet the minimum qualifying criteria or were considered nonresponsive to the bid document and Terms of Reference, indicating that their Financial Bids will not be opened after completing the selection process. The Client shall simultaneously notify the Bidders those have secured the minimum qualifying criteria, indicating the date and time set for opening the Financial Bids. The opening date shall not be sooner than one week after the notification date. The notification may be intimated through the KPP portal.

5.5 deleted.

5.6 deleted.

5.7 The Client will select the lowest proposal ('evaluated' price) among those that passed the minimum qualifying criteria. The selected Bidder will be invited for negotiations.

## 6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet and through the KPP portal. The aim is to reach agreement on all points and sign a contract.

6.2 -Deleted-

6.3 -Deleted-

6.4 -Deleted-

6.5 deleted.

## 7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client may notify other Bidders on the shortlist that they were unsuccessful (para 5.3)

7.2 The Bidder is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

## 8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

# DATA SHEET

## Information to Bidders

| Clause Reference | |
|---|---|
| 1. 1 | The name of the Client is: ***Bengaluru Solid Waste Management Limited***<br>The method of selection is: ***Least Cost Selection (LCS)*** |
| 1.2 | Technical and a Financial Bids are requested: ***Yes***<br>The name, objectives and description of the Assignment are mentioned in the SECTION:05 Terms of reference |
| 1.3 | The Assignment is phased: ***NO.***<br>The contract for **06 months** shall be awarded to the bidder. |
| 1.4 | A pre-Bid meeting will be held: Yes, as per KPP portal.<br>The name(s), address(es), and telephone/numbers of the Client's Official(s) are: as per KPP portal. |
| 1.5 | The Client will provide the following inputs: As per TOR. |
| 1.7.2 | The Client envisages the need for continuity for downstream work: **Yes** |
| 1.10 | The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C. |
| 2.1 | Clarifications may be requested ***up to one day prior*** to pre-Bid conference |
| 3.1 | Bids should be submitted in the following language(s): ***English*** |
| 3.3 | i. Shortlisted Bidder may associate with other shortlisted Bidder: No<br>iii. Reports which are part of the assignment must be written in the following language: ***English*** |
| 3.4 | i. Training is an important feature of this Assignment: ***No***<br>ii. Additional Information in the Technical Bid includes: ***Nil*** |
| 3.9 | Bids must remain valid ***180 days*** after the submission date |
| 4.5 | Bids must be submitted no later than the following date and time as mentioned in KPP portal. |
| 5.1 | The address to send information to the Client is<br>Deputy General Manager-3<br>Bengaluru Solid Waste Management limited (BSWML)<br>1st & 2nd Floor, Uni Building, Timmaiah Road ,<br>Vasanth Nagar, Bangalore – 560 052 |
| 5.3 | The technical qualifying criteria are: |
| | (i) The bidder/JV shall be a cement factory registered as a Plastic Waste Processor (PWP) on the Westized CPCB Extended Producers Responsibility (EPR) Portal (Bidder shall submit valid EPR Registration Documents). Further the cement factory shall submit an undertaking on its letter head to share EPR Credits to BSWML/GBA upon selection as successful bidder. (Bidder shall submit undertaking letter)<br>or<br>The bidder/JV shall be a subsidiary company of cement factory registered as a Plastic Waste Processor (PWP) on the Westized CPCB Extended Producers Responsibility (EPR) Portal (Bidder shall submit valid EPR Registration Documents). Further the subsidiary company shall have an MoU/agreement with the cement factory agreeing to share EPR Credits to BSWML/GBA upon selection as successful bidder. (Bidder shall submit Valid MoU/agreement Documents)<br>or<br>The bidder/JV shall be a logistic vendor having a valid vendor code issued in the bidder's name on the official letter head of any cement factory registered as a Plastic Waste Processor (PWP) on the Westized CPCB Extended Producers Responsibility (EPR) Portal (Bidder shall submit valid EPR Registration Documents). The letter shall be duly endorsed by the Plant In-Charge (with seal, name, and contact number) of Cement factory. The vendor empanelment must cover a minimum of 8 vehicles, each with a carrying capacity of 20 tonnes or equivalent. Further the logistic vendor shall have an MoU/agreement with the cement factory agreeing to share EPR |

| Clause Reference | |
|---|---|
| | Credits to BSWML/GBA upon selection as successful bidder. (Bidder shall submit Valid MoU/agreement Documents)<br><br>(ii) The bidder/JV should have achieved in at least two financial years out of last five years (From 2020-21 to 2024-25) a minimum financial turnover of Rs.999.00 Lakhs (usually not less than two times the estimated amount under this contract). The bidder shall submit turnover certificate with UDIN Number issued by CA along with ITR and Balance sheets.<br>(iii) The bidder/JV should submit a liquid asset and /or availability of credit facilities of not less than Rs.249.75 Lakhs (Credit lines/ letter of credit/certificates) from banks for meeting the fund requirement etc. (As per Form 3J)<br>(iv) The bidder/JV should submit valid Company Registration Certificate, GST and PAN CFO&CFE of Cement factory, details along with the bid. |
| 7.2 | The Assignment is expected to commence from April-2026 |
| Note 1: | Bidders are required to pay EMD of Rs. shall be paid online through KPP Portal. Rs. 1.00 lakh through e-payment under the following i.e. online /RTGS/NEFT/OTC and the balance Rs. 6,49,250/- by Bank Guarantee / FDR issued by Nationalized / Scheduled Bank/ e-payment under the following i.e. online /RTGS/NEFT/OTC. |
| Note 2: | Before award of Tender Bidders are required to submit Security Deposit/Performance Security for 5% of Estimated Cost in the form of Fixed Deposit / Bank Guarantee (As per Annexure-2) in favor MD, BSWML as follows:<br>Account Name: Bengaluru Solid Waste Management Limited<br>Account Number: 8401132000077<br>IFSC Code: CNRB0008401<br>MICR CODE: 560015100<br>Branch: BBMP, Sampangiramanagar, Bangalore<br>FD/BG shall be issued by a nationalized/scheduled bank located in India in the form given in Forms of Bids. The bid security submitted shall be valid for 30 days beyond the date of completion of project. |

# SECTION 3.

## TECHNICAL PROPOSAL - STANDARD FORMS

| | |
|---|---|
| 3A | Technical Proposal submission form. |
| 3B | Bidders's references. |
| 3C. | Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client. |
| 3D | Deleted. |
| 3E | Deleted. |
| 3F | Deleted. |
| 3G. | Deleted. |
| 3H | Deleted. |
| 3I | Joint Venture format |
| 3I (A) | Power of Attorney of Authorized Signatory |
| 3 J | Format of banker's certificate/ line of credit letter |
| 3K | Format Of Bank Guarantee for Earnest Money Deposit |

# 3A. - TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Bidder)

To,
Deputy General Manager -3
BSWML, Uni Building, Thimmaiah Road,
Vasanth Nagar, Bangalore – 52.

Sir / Madam,

Subject: **Loading and Transportation of LVP/SUP/MLP Generated in Bengaluru West City Corporation area to cement industries –** regarding Technical Proposal.

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal notified in the KPP portal as indent no: ..... We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal in Government of Karnataka KPP portal.

If negotiations are held by the employer, we undertake to attend negotiations. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

**Authorised Signatory**:
Name and Title of Signatory:
Name of Bidder:
Address:

## 3B. BIDDER'S REFERENCES

### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs.M):</td></tr>
<tr><td colspan="2">Name of Associated Bidders, if any:</td><td>No. of Months of Key professional staff, provided by Associated Bidders:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Bidder's Name: _____

## 3C. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

**3D. DELETED**

**3E. DELETED**

**3F. DELETED**

**3G. DELETE**

**3H. DELETD**

# 3I - Joint Venture Format

**Memorandum of Understanding (*)**

**between**

**_____**

**And**

**_____**

Whereas the Managing Director, BSWML Karnataka State the '**Employer**' has invited proposal for appointment of logistic provider for the work of **Loading and Transportation of LVP/SUP/MLP Generated in Bengaluru West City Corporation area to cement industries –** hereinafter called the Project.

And whereas _____ (Lead Bidder) _____ JV Bidder have agreed to form a Joint Venture to provide the said services to the Employer as Services; and

Now, therefore, it is hereby agreed by and on behalf of the JV Bidder as follows:

(i) _____ will be the lead Bidder and _____ will be the JV Bidder

(ii) _____ (any of JV Bidder) shall be the in charge of overall administration of contract and shall be authorised representative of all JV Bidders for conducting all business for and on behalf of the JV during the bidding process and subsequently, represent the joint venture for and on behalf of the JV for all contractual matters for dealing with the Employer and the work Contractor if work is awarded to JV.

(iii) All JV partners do hereby undertake to be jointly and severely responsible for all the obligation and liabilities relating to the work and in accordance with the Terms of Reference of the Request for Proposal for the Services.

(iv) Subsequently, if the JV is selected to provide the desired services, a detailed MOU indicating the specific project inputs and role of each service along with percentage sharing of cost of services shall be submitted to the Employer (Bidder may submit the detailed MOU along with percentage sharing of cost at the time of bidding also).

For_____ (Name of Lead Bidder)

_____

Managing Director/Head of the Firm

Address

For_____ (Name of JV Bidder)

_____

Managing Director/Head of the Firm

Address

**(* To be executed on appropriate notarized non judicial stamp paper)**

**3I (A) Power of Attorney of Authorised Signatory (*)**

Know all men by these presents, we…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), …… son/daughter/wife of …… and presently residing at ……., who is presently employed with **us** and holding the position of …….. , as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for '**Loading and Transportation of LVP/SUP/MLP Generated in Bengaluru West City Corporation area to cement industries**.' Project proposed or being developed by the …… (the "Employer") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 20..... in line with the following points

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For

……..

(Signature, name, designation and address)

Witnesses:

1.

2. (Notarised)

Accepted

……

(Signature)

(Name, Title and Address of the Authorized Signatory)

**(* To be executed on appropriate notarized non judicial stamp paper)**

## 3J: FORMAT OF BANKER'S CERTIFICATE/ LINE OF CREDIT LETTER ON BANKS LETTER HEAD

**……..**

**(TO BE ISSUED IN THE LETTER HEAD OF THE BANK BRANCH)**

Reference Number (Sl. No.)

Place:

Date :

To:

(Name of Address of the Beneficiary)

This is to certified that, Mr./ Mrs. …… (Name of the Customer) having his/ their registered/ Administrative office at ……. Is a customer of our bank and is/ are engaged in …….. (Name of activity). If the said customer is allotted/ awarded with ……. (Brief details of works), we may extend the credit facilities up to Rs. ……. Lakhs to meet his/ their working capital requirement towards the execution of the said work order as per the loan policy of the Bank.

This certificate is valid up to 3 months from the date of issue, i.e. up to dd/mm/yyyy.

Yours faithfully,

Branch Manager.

## 3K: FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

To: _____ [name of Client]
_____ [address of Client]

WHEREAS _____ [name and address of bidder] (hereinafter called "the Bidder") has intended to undertake, the _____ [name of Works]

AND WHEREAS it has been stipulated by you in the RFP Document of said work that the bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as **Earnest Money Deposit** with his obligations in accordance with the RFP Document;

AND WHEREAS we have agreed to give the Bidder such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, for total of Rs._____ [amount of guarantee] Rupees_____ _____[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand. We further agree that no change or addition to or other modification of the RFP documents shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until 30 days from the date of Bid Validity totaling to Seven Months.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

## SECTION 4 . FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form through KPP portal.

4B. Summary of costs through KPP portal.

4C. Breakdown of costs through KPP portal.

## 4A. FINANCIAL PROPOSAL SUBMISSION FORM

To be submitted through KPP portal, as required by the KPP portal.

## SECTION 5: TERMS OF REFERENCE

### 1. BACKGROUND

BSWML transports LVP/SUP/MLP waste from various locations across Bengaluru West City Corporation to designated MSW processing Plants within 30kms from Bangalore City. To ensure scientific waste management and environmentally responsible disposal, the LVP/SUP/MLP stored at these facilities has to be segregated, loaded and transported to EPR registered cement industries for co-processing.

### 2. A CONCISE STATEMENT OF OBJECTIVES

The primary objectives of this assignment are:

(i) To ensure safe, efficient, and compliant transportation of segregated LVP/SUP/MLP from MSW processing plants to Cement Industries for co-processing.
(ii) To engage qualified bidders as per Data Sheet.
(iii) To ensure that transportation is carried out without spillage, maintaining environmental and road safety standards.

### 3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT

The bidder will be responsible for the following tasks:

(i) Segregation of Inert materials such as s metals, glass, mattress, rubber, Stones etc., from LVP/SUP/MLP stored at MSW processing plants and Baling (Optional).
(ii) Deploying Hitachi/Crane/Back Hoe Loaders for loading to tippers as per scheduled requirements.
(iii) Deploying Tippers for transporting the waste safely to the designated Cement Plant.
(iv) Ensuring no spillage during loading and transit through appropriate vehicle covers and safety measures.
(v) Maintaining records of:
    a. Quantities Loaded/Baled
    b. Trips made
    c. Quantities transported
    d. Acknowledgment receipts from Cement Industry
(vi) Coordinating with BSWML officials and Cement Plants to ensure smooth logistics.

### 4. Compliance & Reporting

1. Adhering to BSWML's operational guidelines and environmental norms.
2. Providing monthly reports including:
    - Machinery Log books and Labour attendance.
    - Trip sheets
    - Co-processing acknowledgments
    - EPR Credits Generated.
    - EPR Credits Transferred to GBA/BSWML.
3. Ensuring all machineries and vehicles meet regulatory safety and emission standards.
4. Ensuring safety of Labours/Operators/Drivers and Helpers during operations.

## 5. SCHEDULE FOR COMPLETION OF TASKS

This project will run as a continuous operational assignment till the completion of quantity as mentioned in the Schedule-B.

## 6. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

BSWML (the Client) will provide:

A. Data & Documentation
1. Designated Cement Plants for delivery.
2. Authentication formats for trip acknowledgment.

B. Services
1. On-site operational coordination/support.
2. Timely verification of trip sheets and delivery acknowledgments.

C. Facilities
1. Access to MSW processing facilities for operations, vehicle entry and loading.
2. Space for temporary vehicle parking wherever available.

## 6. Payment Schedule

1. Monthly Billing:
   Payment will be made on a monthly basis against:
   - Verified trip sheets along with quantity
   - Delivery acknowledgments from the Cement Industry
   - Compliance with safety and service standards

2. Verification Timeline:
   BSWML will verify the documents within 15 days of submission.

3. Payment shall be made as soon as possible based on availability of funds.

## SECTION VI: CONTRACT FOR BIDDERS

**between**

_____

**[Name of Client]**

**and**

_____

**[Name of Bidders]**

**Dated :**

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## I. FORM OF CONTRACT

This CONTRACT (here in after called the" Contract")is made the _____day of the month of **……**between, on the one hand, Deputy General Manager-3 ----------District, ----------(here in after called the" Client")and, on the other hand**,……**(here in after called the" Bidder").

WHEREAS

[*Note: If the Bidders consist of more than one entity, the above should be partially amended to read as follows:

".....(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Bidders' obligations under this Contract, namely, _____ and _____ (hereinafter called the " Bidders")"]

WHEREAS

(a) the Client has requested the Bidders to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (here in after called the" Services");

(b) the Bidders, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set for thin this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract (hereinafter called "GC");
   (b) The Special Conditions of contract (hereinafter called "SC");
   (c) The following Appendices:

| | | |
|---|---|---|
| Appendix A: | Description of the Services | |
| Appendix B: | Deliverables by Bidders and performance of Bidders | |
| Appendix C:<br>Appendix D:<br>Appendix E: | Key Personnel and Sub key professionals<br>Services and Facilities to be provided by the Client<br>Breakdown of Contract Price | ----------<br>_____ |
| Appendix F: | Form of Guarantee for performance security deposit | _____ |

2. The mutual rights and obligations of the Client and the Bidders shall be as set forth in the Contract, in particular:

   (a) The Bidder shall carry out the Services in accordance with the provisions of the Contract; and

   (b) the Client shall make payments to the Bidder in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF BIDDER]

By
(Authorized Representative)

[***Note***: *If the Bidders consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE BIDDERS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized Representative)

etc.

# II. GENERAL CONDITIONS OF CONTRACT

## 1. GENERAL PROVISIONS

### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", shall be the authorized representative of the Bidder specified in the SC to act on their behalf in exercising all the Bidders' rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Bidders, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Bidders or by any Sub- Bidder as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Bidders pursuant to this Contract as described in Appendix A; and

(m) "Sub- Bidder" means any entity to which the Bidders subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) 'Third party" means any person or entity other than the Government, the Client, the Bidders, or a Sub- Bidder.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, e-mail, fax or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Bangalore or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Bidders may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Bidders, Sub- Bidders and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. (Bidder services for BSWML works are exempted from GST)

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Bidders shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidders shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs with the approval of the Approval Authority reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Bidders, suspend all payments to the Bidders hereunder if the Bidders fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidders to remedy such failure within a period not exceeding thirty (30) days after receipt by the

Bidders of such notice of suspension.

## 2.7 Termination

### 2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Bidders, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (f):

(a) if the Bidders do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Bidders (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Bidders are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Bidder, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Bidders (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) Any events listed in SC.

(f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### 2.7.2 By the Bidders

The Bidders may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any money due to the Bidders pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Bidders that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this

Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Bidders may have subsequently approved in writing) following the receipt by the Client of the Bidders' notice specifying such breach;

(c) if, as the result of Force Majeure, the Bidders are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Bidders shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidders and equipment and materials furnished by the Client, the Bidders shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Bidders:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. **Obligations of the Bidders:**

3.1 **General**

The Bidders shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound

management practices, and employ appropriate advanced technology and safe methods. The Bidders shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- Bidders or third parties.

## 3.2 Conflict of Interests

### 3.2.1 Bidders Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Bidders pursuant to Clause 6 shall constitute the Bidders' sole remuneration in connection with this Contract or the Services, and the Bidders shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidders shall use their best efforts to ensure that the Personnel, any Sub-Bidders, and agents of either of them, similarly shall not receive any such additional remuneration.

### 3.2.2 Procurement Rules of Funding Agencies

If the Bidders, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Bidders shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Bidders in the exercise of such procurement responsibility shall be for the account of the Client.

### 3.2.3 Bidders and Affiliates Not to engage in certain Activities

The Bidders agree that, during the term of this Contract and after its termination, the Bidders and their affiliates, as well as any Sub-Bidder and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

### 3.2.4 Prohibition of Conflicting Activities

Neither the Bidders nor their Sub-Bidders nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Bidders, their Sub-Bidders, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to Be Taken out by the Bidders**

The Bidders (a) shall take out and maintain, and shall cause any Sub-Bidders to take out and maintain, at their (or the Sub-Bidders', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Bidders' Actions Requiring Client's Prior Approval**

The Bidders shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Bidder and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Bidders shall remain fully liable for the performance of the Services by the Sub- Bidder and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Bidders"), and

(c) any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Bidders shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Bidders to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Bidders in accordance with Clause 3.6 shall become and remain the property of the Client, and the Bidders shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Bidders may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Bidders by the Client or purchased by the Bidders with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidders shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Bidders, unless otherwise instructed by by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. **Bidders' Personnel and Sub-Bidders**

4.1 **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Bidders' Key Personnel are described in Appendix C. The Key Personnel and Sub-Bidders listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 **Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidders, it becomes necessary to replace any of the Key Personnel, the Bidders shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidders shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client with negative financial implication of 2.50 % of the quoted monthly emoluments against the original key professional at the time of agreement.

(c) The Bidders shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. **Obligations of the Client**

5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Bidders and the Personnel employed by the Bidders for the Services

from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Bidders, Personnel any such other assistance as may be specified in the SC.

5.2 **Services and Facilities**

The Client shall make available to the Bidders and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Bidders as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidders for the performance of the Services, (ii) the manner in which the Bidders shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidders as a result thereof.

6. **Payment to the Bidders:**

6.1 **Lump Sum Remuneration**

The Bidder's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-Bidders' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Bidder in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 **Contract Price**

The Contract price is set forth in the SC.

6.3 **Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 **Terms and Conditions of Payment**

Payments will be made to the account of the Bidders and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Bidders of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Bidders have submitted an invoice to the Client specifying the amount due.

6.5 **Interest on Delayed Payments**

If the Client has delayed payments beyond fifteen (60) days after the due date stated in

the SC, interest shall be paid to the Bidder for each day of delay at the rate stated in the SC.

## 7. Settlement of Disputes

### 7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### 7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

## III. SPECIAL CONDITIONS OF CONTRACT

**Number of GC Clause** **Amendments of, and Supplements to, Clauses in the General Conditions of Contract**

[1.1(h) The Member in Charge is ].

[1.4.1 The addresses are: Client: Deputy General Manager-3,
BSWML

Contact Officer: Deputy General Manager-3,
Bengaluru Solid Waste Management Limited,
1st Floor, Uni Building, Thimmaiah Road, Vasantha Nagar,
BANGALORE – 560 052

Telephone No:..... Fax No: .....
E-mail :.....

| | |
|---|---|
| Bidder | : |
| Address | : |
| Telephone Number | : |
| Fax | : |
| e-mail | : |

*[Note: Fill in the blanks]*

[1.4.2 Notice shall be deemed to be effective as follows:
(a) in the case of personal delivery or registered post, on delivery;
(b) in the case of Fax/e-mail, 24 hours following confirmed transmission.

[1.6 Deputy General Manager-3 Bengaluru Solid Waste Management Limited is the Authorized Representative of Deputy General Manager-3 BSWML (Client).The Client's Authorized Representative shall take all the actions required with respect to the execution of this Contract. However, Client Authorized Representative can recommend to the Client regarding termination of contract with relevant contractual documents.

Bidder shall nominate his authorized representative for execution of this contract through appropriate Power of Attorney supported by Board Resolution

[1.7.1 The Bidders and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/reimbursed by the Client separately.] (Consultancy services for BSWML works are exempted from GST)

[2.1 The date on which this Contract shall come in to effect is:..... Date of Agreement

[2.2 The time period shall be2 1 days from the date of signing of Agreement.

[2..3 (e) Performance of Bidder: As per terms of reference and scope of services.

[3.1 The risks and the coverage's shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Bidders or their Personnel or any Sub-Bidders or their Personnel, for the period of Consultancy;
(2) Third Party liability insurance for the period of Consultancy;
(3) Client'sliabilityandworkers'compensationinsuranceinrespectofthePersonneloftheBidders and of any Sub-Bidder in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and
(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Bidders' property used in the performance of the Services, and (iii) any documents prepared by the Bidders in the performance of the Services.
[*Note: Fill in the blanks and delete what is not applicable*]

[3.35(c) As defined in Terms Of Reference (TOR).

[3.6 The Bidders shall not use these documents for purpose sun related to this Contract without the prior written approval of the Client.]

[5.1.(d) Clause 5.1 (b) is not applicable.

[6.2 The amount of Contract is Rs. **……**

[6.4 Payments shall be made according to TOR:

**Terms of Payment:**

The payment to Bidder shall be paid in prorate to the deliverables of the Bidder as per the terms of reference.

[6.5 Payment shall be made as soon as possible based on availability of funds upon receipt of the invoice and their relevant documents specified in Clause 6.4.

[7.2 Differences/dispute/grievances shall be settled by dispute resolution board in accordance with the following Procedure

The dispute resolution authority is under the chairman ship of District in Charge Secretary of concerned district. The disputes or differences shall be referred to dispute resolution authority. The dispute resolution authority shall shuttle the differences/dispute/grievances within 60 days from the receipt of the same.

a) The dispute resolution authority proceedings shall be held in ..... and the language of the proceedings and that of all documents and communications between the parties shall be in English.

b) The performance under the contract shall continue during the dispute resolution proceedings and payments due to the Bidder by the Client shall not be withheld, unless they are the subject matter of the dispute.

## IV. APPENDICES

### Appendix A: Description of the Services

*[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]*

### Appendix B: Deliverables by Bidders and performance of Bidders

*[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]*

### Appendix C: Key Personnel and Sub Key proposal

*[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work, and staff-months for each.*

*C-2 List of approved Sub-Bidders [if already available]; same information with respect to their Personnel as in C-1 through C-2)]*

### Appendix D: Services and Facilities to be provided by the Client

*(Refer Section 5: Terms of reference)*

### Appendix E: Breakdown of Contract Price in Indian Rupees

*List here the elements of cost used to arrive at the breakdown of the lump sum price:*

*1. Monthly rates for local Personnel (Key Personnel and other Personnel)*

*2. Reimbursable expenditure:*

***This appendix will exclusively be used for determining remuneration for additional services.***

# Annexure-1

**Letter of Acceptance (Clause 2.7.1)**

(Letter head paper of the Client)

_____[date]

To: _____
[name and address of the Bidder]

Dear Sirs,

This is to notify you that your proposal dated _____ for the work of **……..** for the Contract Price of Rupees ( ) [amount in words and figures], as corrected and modified is hereby accepted by our Department

You are hereby requested to furnish Performance Security deposit in the form detailed in Clause 2.9.1 of Information To Bidders for an amount of Rs.————— within 07 days of the receipt of this letter of acceptance valid up to 30 days from the date of issue i.e. up to ..... and sign the contract, failing which contract stands terminated.

Your's sincerely,

Deputy General Manager-3
BSWML

## Annexure 2: FORM OF BANK GUARANTEE

(Clause-2.9 of Information to Bidder)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: **……** Bank Guarantee:**……** Date: **……**

To

The Deputy General Manager-3

BSWML, Bengaluru

WHEREAS**……..**[Name and address of Bidders] hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. **……** dated …… to provide the services on terms and conditions set forth in this Contract **Loading and Transportation of LVP/SUP/MLP Generated in Bengaluru West City Corporation area to cement industries.** Form of Guarantee for performance security deposit (hereinafter called the "the Contract"). AND WHEREAS it has been stipulated by you in the said Contract that the Bidders shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Bidders such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidders up to a total of …… [amount of Guarantee] ……. [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ……. [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidders before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Bidders shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Bidders or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs…….. (Rs ……..) and the guarantee shall remain valid till ……Unless a claim or a demand in writing is made upon us on or before…… all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of 09 months i.e. up to 3 months beyond the expiry of contract period.

Signature and Seal of the Guarantor……. In presence of

Name and Designation

(Name, Signature &

Occupation)

Name of the Bank

Address

(Name & Occupation)

Date……

## Schedule-1
## Price Bid (indicative ONLY)

To be uploaded in KPP portal ONLY by bidder

| **Name of the project: "**Loading and Transportation of LVP/SUP/MLP Generated in Bengaluru West City Corporation area to cement industries.**"** | | | | | | |
|---|---|---|---|---|---|---|
| **Draft tender schedule** | | | | | | |
| **Sl No** | **Unit** | **Description of item** | **Est Qty** | **Est Rate** | **Quoted rate in Fig.** | **Quoted rate in words** |
| **1** | Per MT | Segregation, loading, daily operations and transportation of LVP/SUP/MLP to cement industries including Machinery, labour for segregation and cleaning, Hitachi for loading, and tippers for transporting LVP/SUP/MLP including cost of all materials, vehicles, men and machinery, lead, lift, complete along with transferring EPR credits for Co-Processing/End of life to GBA/BSWML as per the directions of the Engineer-in-charge of work | **27000** | | | |

**Note:**

1. The rate to be quoted Per MT in KPP Portal.
2. Payment will be made as per the Payment schedule.
3. The Service provided to BSWML are exempted from GST.
4. The prices are inclusive of all other applicable taxes,
   (In case of discrepancy between unit price and total price, lowest price will prevail)